

**Memorandum of Understanding  
Alameda County  
Commercially Sexually Exploited  
Children (CSEC) Program**

**9.23.15**

## **ALAMEDA COUNTY MEMORANDUM OF UNDERSTANDING AMONG**

Juvenile Court of Alameda County, Alameda County Department of Children and Family Services, Alameda County Probation Department, Alameda County Behavioral Health Care Services, Alameda County Public Health, Alameda County Public Defender, Alameda County District Attorney, Alameda County Sheriff's Office, Oakland Police Department, Hayward Police Department, East Bay Children's Law Offices, Bay Area Women Against Rape, Casey Family Programs, MISSEY, Native American Health Center, UCSF Benioff Children's Hospital Oakland and WestCoast Children's Clinic.

### **As to Alameda County's Commercially Sexually Exploited Children (CSEC) Program**

WHEREAS, an individual who is commercially sexually exploited or sexually trafficked, as described in Section 236.1 of the California Penal Code, or who receives food or shelter in exchange for, or who is paid to perform, sexual acts described in Section 236.1 or 11165.1 of the Penal Code, and whose parent or guardian failed to, or was unable to protect the child, is a commercially sexually exploited child (CSEC) and may be served through the County child welfare system pursuant to California Welfare and Institutions Code Section 300(b)(2); and

WHEREAS, Alameda County elected to participate in the CSEC Program as described in Section 16524.7 of the Welfare and Institutions Code in order to more effectively serve CSEC by utilizing a multidisciplinary approach for case management, service planning, and the provision of services; and

WHEREAS, Alameda County District Attorney's Office created SafetyNet, a weekly meeting convened by the District Attorney's Office that brings together agencies that serve CSEC involved in the criminal justice system in Alameda County. SafetyNet partners review the status of cases, coordinate care, and ensure that adequate services are in place for each youth who is active to Probation or has an open delinquency petition; and

WHEREAS, the parties to this Memorandum of Understanding (MOU), the Juvenile Court of Alameda County, Alameda County Department of Children and Family Services (DCFS), Alameda County Probation Department, Alameda County Behavioral Health Care Services (BHCS), Alameda County Public Health, , Alameda County Public Defender, Alameda County District Attorney, Alameda County Sheriff's Office, Oakland Police Department, Hayward Police Department, East Bay Children's Law Offices (EBCLO), Bay Area Women Against Rape (BAWAR), Casey Family Programs, MISSEY, Native American Health Center, UCSF Benioff Children's Hospital Oakland (CHO) and WestCoast Children's Clinic, have developed the following Memorandum of Understanding (MOU) to guide Alameda County's approach to serving CSEC (collectively, the Parties); and

WHEREAS, the MOU reflects the commitment of Alameda County and the parties to the following guiding principles:

**A. Commercial Sexual Exploitation of Children:**

1. Must be understood as child abuse and reported as such, and
2. Exploited youth should not be criminalized.

**B. Responses to CSEC should be:**

1. Victim-centered,
2. Trauma-informed,
3. Strengths-based,
4. Developmentally appropriate,
5. Culturally, linguistically, and LGBTQ competent and affirming,
6. Committed to active efforts that engage CSEC early and often,
7. Multidisciplinary, individualized, flexible, and timely, and
8. Data and outcome driven.

**C. Agency Policies & Procedures should:**

1. Ensure and track cross-system collaboration at the system and individual case level,
2. Incorporate mechanisms to identify and assess CSEC at key decision points,
3. Address the unique physical and emotional safety considerations of CSEC, and
4. Address unique physical and emotional safety considerations, including vicarious trauma of staff, caregivers, and other relevant support persons.

WHEREAS, the Parties agree to form a CSEC Steering Committee to provide ongoing oversight and support to ensure the County agencies and partners effectively collaborate to better identify and serve victims of commercial sexual exploitation and children at risk of becoming exploited; and

WHEREAS, the Parties agree to form a multidisciplinary team (MDT), pursuant to Welfare and Institutions Code Section 16524.7(d)(2) for CSEC, to build on a youth's strengths and respond to his/her needs in a coordinated manner; and

WHEREAS, Welfare and Institutions Code Sections 18960-18964 state a county may establish a child abuse multidisciplinary personnel team (MDT) within the county to allow provider agencies to share confidential information for provider agencies to investigate reports of suspected child abuse or neglect pursuant to Penal Code Sections 11160, 11166, or 11166.05, or for the purposes of child welfare agencies making a detention determination; and

WHEREAS, the Parties agree that the information they receive from other parties concerning a child that is obtained during the identification and assessment process or during a multidisciplinary team meeting shall be used solely for prevention, identification, and treatment purposes and shall otherwise be confidential and retained in the files of the entity performing the screening or assessment. Any discussion relative to the disclosure or exchange of the information or writings during the MDT meetings is confidential and, notwithstanding any other provision of law, testimony concerning that discussion is not admissible in any criminal, civil, or juvenile court proceeding (Welf & Inst. Code § 18961.7(c)). Information and records communicated and provided to the MDT by all providers and agencies, as well as information and records created in the course of a child abuse or neglect investigation, shall be deemed private and confidential and shall be protected from discovery and disclosure by all applicable statutory and common law protection (Welf & Inst. Code § 18961.7(h); and

WHEREAS, the Parties, as defined by law, must comply with mandatory reporting guidelines as defined by Penal Code Sections 11164 – 11174.3 and report known or suspected child abuse and neglect, which includes sexual exploitation; and

WHEREAS, this MOU defines the mutually agreed upon responsibilities of each of the Parties under the CSEC Program pursuant to Welfare and Institutions Code Section 16524.7. This MOU is not intended to establish legal duties or otherwise alter the respective responsibilities of the Parties;

NOW, THEREFORE, the Parties of this MOU set forth the following as the terms and conditions of their understanding:

#### **I. Oversight Structure**

**A. Executive Committee:** An Executive Committee shall be formed of representatives from DCFS (Chair), Probation, BHCS, the Juvenile Court, and Public Health. The role of the Executive Committee is to:

1. Report to the state information required by Welfare and Institutions Code Section 16524.7 and the rules and regulations of the California Department of Social Services.
2. Resolve issues raised by the Steering Committee.
3. Amend organization or individual participation on the Steering Committee to ensure the committee is representative of key stakeholders.
4. Determine appropriate resource allocation of CSEC Program and other funds needed to serve CSEC. Subject to Board of Supervisor authorization, final decision-making on use of funding sources shall reside with the individual agency that is empowered to access it (e.g. CSEC Program Funding will be accessed by DCFS).



5. After presenting to and consulting with the Steering Committee any proposed changes, amend the MOU as necessary. A majority of the Executive Committee members must agree to an amendment.
6. Report to the Board of Supervisors or Board Committees, as appropriate.

#### **B. Steering Committee**

1. **Purpose.** To ensure Alameda County effectively implements the CSEC Program, the parties agree to form a Steering Committee. The purpose of the Steering Committee is to provide ongoing oversight and leadership and to ensure that this MOU's interagency protocol is operating effectively. The Steering Committee's multi-disciplinary composition facilitates the cross-system collaboration needed to better identify and serve youth who are at risk of or have been commercially sexually exploited. The Steering Committee is responsible for:
  - a. Developing this interagency CSEC MOU,
  - b. Overseeing implementation of the MOU,
  - c. Collecting and analyzing aggregate data related to the MOU,
  - d. Recommending to the Executive Committee revisions to the MOU as needed,
  - e. Discussing trends and challenges raised by the individual MDTs,
  - f. Providing consultation as needed to designated CSEC program managers, division directors, DCFS CSEC Coordinator, CSEC Care Coordinator, and case-carrying staff,
  - g. Assessing the sufficiency of CSEC-specific resources in the county, and
  - h. Identifying necessary training and ensuring such training occurs.
2. **Steering Committee Membership.** The following parties agree to participate in the Steering Committee and fulfill the responsibilities defined in this MOU:
  - a. Department of Children and Family Services (DCFS) – Lead
  - b. Probation
  - c. Behavioral Health Care Services (Mental Health and Substance Abuse Disorder)
  - d. Public Health
  - e. Juvenile Court
  - f. East Bay Children's Law Offices
  - g. District Attorney
  - h. Public Defender
  - i. Bay Area Women Against Rape
  - j. Oakland Police Department
  - k. Alameda County Sheriff's Office
  - l. Hayward Police Department
  - m. MISSEY
  - n. Native American Health Center

- o. WestCoast Children's Clinic
- p. Casey Family Programs
- q. UCSF Benioff Children's Hospital Oakland

It is the intent of the Executive Committee to invite additional key stakeholders to participate on the Steering Committee, including but not limited to: Alameda County Office of Education, Oakland Unified School District and additional law enforcement agencies in Alameda County.

3. **Steering Committee member responsibilities.** Each Steering Committee member will fulfill the following responsibilities as part of its work on the Steering Committee under this MOU:
  - a. Appoint a director level representative or designee empowered to make decisions on behalf of the member to participate,
  - b. Attend regularly scheduled meetings and participate collaboratively in committee,
  - c. Report on successes, barriers to providing services, and areas for improvement, including recommendations for adapting the MOU and training needs/gaps, and
  - d. Provide aggregate data on identified CSEC including the numbers identified and the services accessed by those youth.
  - e. The Steering Committee will work with law enforcement to define circumstances that merit the use of the Juvenile Justice Center (JJC) for the child's own protection. The Steering Committee is committed to identifying the resources needed to develop alternative placement(s) and services for youth in these circumstances.
4. **Steering Committee DCFS responsibilities.** DCFS will be responsible for:
  - a. Convening and serving as lead agency of the Steering Committee,
  - b. Providing staff to coordinate the Steering Committee,
  - c. Gathering aggregate data from the MDTs to present to and analyze with Steering Committee, and
  - d. Reporting to the state information required by California Welfare and Institutions Code Section 16524.7 and the rules and regulations of the California Department of Social Services.

## **II. Process for Screening for and Identifying Commercial Sexual Exploitation**

- A. **Phase 1:** The following agencies are participating in the WestCoast Children's Clinic Commercial Sexual Exploitation Identification Tool (CSE-IT) pilot project. These agencies are responsible for screening youth over the age of 10 to identify

whether they have been, are being, or at risk of becoming commercially sexually exploited. The agencies responsible for conducting the screening include:

1. Department of Children and Family Services (Assessment Center)
2. Bay Area Youth Centers
3. UCSF Benioff Children's Hospital Oakland (Teen Clinics at Castlemont High School and McClymonds High School)

**B. Phase 2:** Upon completion of the pilot/validation phase, the agencies named above, as well as additional Alameda County organizations serving CSEC, will develop a plan to expand the screening protocol system-wide.

**C. Screening Tool:**

1. All agencies participating in the pilot have received and reviewed a copy of the CSE-IT, including an overview of the tool, and understand the training required for use.
2. A copy of the CSE-IT tool and overview are attached as an appendix to this MOU.

### **III. First Responder Protocol**

In addition to routine screening using the CSE-IT tool, CSEC may be identified through contact with law enforcement and other mandated reporters. The Parties agree that children who are suspected as being or are identified as victims of sexual exploitation and where an imminent risk to safety is present, require an immediate crisis response, including initial engagement within 2 hours, a child abuse investigation, and intensive services, to stabilize them. Stabilization services may take place at the DCFS Assessment Center or at the JJC. As described in Section IV(C)-Immediate/Consult MDT, law enforcement, DCFS, and Probation will immediately consult on the appropriate responding agency for individual youth.

The purpose of the First Responder Protocol is to immediately engage and stabilize the child and develop a safety plan that meets his/her needs in a coordinated manner, including:

- a. Responding to the child's location within 2 hours,
- b. Providing individual case-by-case collaboration with multiple child-serving agencies as needed,
- c. Engaging with youth and family/caregiver(s), if appropriate,
- d. Ensuring basic needs are met, such as food, shelter, and clothing,
- e. Assessing and addressing immediate medical needs,
- f. Advising on appropriate placement, and
- g. Transporting the child to designated placement.

**Roles and Responsibilities:** Each Party will fulfill the following responsibilities as part of its First Responder role:

**A. Law Enforcement:**

Law enforcement agencies in Alameda County, including Alameda County Sheriff's Department, Hayward Police Department and Oakland Police Department, may identify youth suspected or known to be commercially sexually exploited in a variety of circumstances, including while on patrol, conducting planned operations, or in the course of making an arrest.

As mandated reporters, law enforcement officers must report suspected child abuse, including commercial sexual exploitation, to the Department of Children and Family Services Child Abuse Hotline (Welf. & Inst. Code § 300(b)(2)).

**Roles and responsibilities:**

1. Assign personnel who have been trained to recognize the signs and symptoms of commercial sexual exploitation to engage any suspected CSEC using best practice approaches.
2. Conduct an initial investigation in accordance with internal department protocols.
3. Give notice to the investigating officer, pursuant to department protocols.
4. Assess the urgency of the child's medical needs. If there is evidence of a sexual assault or need for immediate medical attention, follow applicable department protocols (Penal Code Section 13823. 5). The law enforcement agency that interacts with the youth is responsible for transporting the child to the Sexual Assault Response (SAR) site and requesting a forensic exam. The SAR site for children 13 years of age and under is UCSF Benioff Children's Hospital Oakland (CHO), and for children aged 14 and older, Alameda Health System – Highland Hospital.
5. Follow policies for temporary involuntary commitment under the Lanterman-Petris-Short Act if, at any point, the child presents as a danger to self or others (Welf. & Inst. Code §§ 5150 et seq.).
6. Follow department protocol to ascertain the child's real age, if the child reports to being older than 18 years of age, but there is any indication that the child is a minor.
7. Use the following guidelines, if the investigation uncovers potential crimes or offenses committed by the child:
  - a. For misdemeanors: After engaging the child, law enforcement will use discretion to decide whether to detain.
  - b. For felonies: If the child is taken into custody for the personal use of a firearm in the commission or attempted commission of a felony or any offense listed in Welfare and Institutions Code Section 707(b), then law enforcement must detain the child. In other circumstances, law enforcement will use discretion to decide whether to detain.

8. Complete an advisement of the child's constitutional rights, including the right to stay silent, if the officer takes the child into temporary custody because the officer has reasonable cause to believe the child falls under Welfare and Institutions Code Section 602, or that the child has violated an order of the juvenile court or escaped from any commitment ordered by the juvenile court.
9. Report suspected abuse or neglect, including sexual exploitation, to the DCFS Child Abuse Hotline at (510) 259-1800.
  - a. Use specified triggering language by identifying the reporting law enforcement agency and stating that the officer has a suspected CSEC in custody.
  - b. Request the child's jurisdictional status from the Child Abuse Hotline (child welfare, probation, or unknown - see DCFS responsibilities below).
  - c. Participate in Immediate/Consult MDT (in person or by phone) with DCFS and/or Probation to determine whether the youth will be transported to the Assessment Center or Juvenile Justice Center (JJC).
10. Transport the child to the designated location (convening site) based on determination of Immediate/Consult MDT (see section IV) or decision to detain youth.
  - a. Transport to Assessment Center if the child: i) has no prior system involvement, ii) is a dependent, iii) does not meet criteria for imminent risk of harm (see b.iii, below), or iv) has a Welfare and Institutions Code Sections 654.2 or 725(a) status and there are no additional criminal violations **and** has no open or pending delinquency petitions.
  - b. Transport to the JJC if:
    - i. The child has a Welfare and Institutions Code Sections 602 or 725(b) status, a pending juvenile justice petition or active warrant; or
    - ii. If under law enforcement's discretion, youth is to be detained; or
    - iii. When there is an imminent risk of harm to the child and the Assessment Center would not provide adequate safety; or
    - iv. Following internal protocols, take the child into temporary custody if:
      - a) The child is missing from another jurisdiction and there is a missing child report on file with the National Crime Information Center (NCIC); or
      - b) There is an active warrant from another county or state.

- c. After consult with the Child Abuse Hotline, if appropriate, contact the child's parent, guardian or caregiver to notify them that the child was found. Notify parent of the designated location, if it is safe to do so (Welf. & Inst. Code § 3074(a)).
  - d. Provide the information of the designated location where the child will be in one hour from the call.
  - e. Complete Penal Code Section 11166 Suspected Child Abuse Report (SCAR).
11. Contact a victim advocate, if not already done by DCFS or Probation.
  12. Transport the child to the designated location.
  13. Consult with the Probation Department if the child is on probation pursuant to Welfare & Institutions Code Section 602 prior to transporting the youth to the JJC.
  14. Interface with the DCFS worker or the Probation Department staff at the designated location.
  15. Alert DCFS representative as soon as the child can be released so DCFS can transport the child to selected placement. Help DCFS transport the child, if necessary.

**B. Department of Children and Family Services (DCFS)**

DCFS will designate Program Managers to support and resolve issues with the implementation of the First Responder Protocol. DCFS will assign personnel who have been trained to recognize the signs and symptoms of commercial sexual exploitation in order to engage any suspected CSEC using best practice approaches.

**1. Child Abuse Hotline:**

**Roles and responsibilities:**

- a. Receive calls regarding suspected abuse and neglect and follow internal protocols.
- b. Upon receipt of a hotline call about a CSEC, the hotline worker will initiate a response by taking the following steps:
  - i. Obtain demographic information and allegation information.
  - ii. Initiate immediate referral.
  - iii. Flag as "Commercially Sexually Exploited Child-CSEC" using Special Projects Code when triggering language ("CSEC in custody") is used by the caller.
  - iv. Utilize CWS/CMS to determine if the child has an open or prior case with DCFS.
  - v. Notify primary Child Welfare Worker (CWW) if the case is open to DCFS.

- vi. When the child does not have an open DCFS case, call Probation to determine whether the child has an open delinquency case or is involved with Probation.
- c. If the child is under DCFS jurisdiction, or the child is unknown to both DCFS and Probation:
  - i. Notify the DCFS Child Welfare Supervisor for assignment and request a CWW's presence at the designated location within two (2) hours of notice.
  - ii. Send an email notification to the primary CWW, if there is one.
  - iii. Notify DCFS CSEC Coordinator.
  - iv. Notify Child's Dependency Attorney (for an open dependency case).
- d. If the child is under Probation and/or law enforcement is considering detaining the youth:
  - i. Child Abuse Hotline supervisor will conference call the appropriate staff from Probation and the reporting law enforcement officer (if any) to determine which designated location the child should be taken to (Assessment Center or JJC).
  - ii. If the reporting law enforcement officer indicates the child will be detained and taken to the JJC, open the referral and flag as CSEC and indicate an open Probation investigation.

## **2. Child Protective Services Emergency Response Unit ("ERU") and Dependency Investigations Unit ("DI"):**

### **Roles and responsibilities:**

- a. Serve as the investigatory body whenever a CSEC case is referred to the DCFS Child Abuse Hotline and the child is currently under DCFS jurisdiction or the child is unknown to both DCFS and Probation; or the child is active to Probation but has not committed a new offense.
- b. Respond to the designated location within two (2) hours of being informed by the Child Abuse Hotline about a CSEC case.
- c. Immediately notify a victim advocate upon being contacted by the Child Abuse Hotline.
- d. Initiate the required DCFS assessment for a child abuse investigation per DCFS protocols. If the child must be interviewed, it should be done separately from the parent or guardian. Allow a victim advocate to be present during the interview with the child, unless the child declines.
  - i. Follow standard DCFS protocol.
  - ii. If a decision is made to temporarily remove the child from parental custody, the worker will determine whether to obtain a warrant, schedule the Team Decision-Making (TDM) meeting, and



then refer the matter to the DI Unit for preparation and filing of a dependency petition.

- iii. Ascertain whether it is appropriate to provide voluntary services to the child and his or her parent or guardian in the home. If a decision is made to offer voluntary services, obtain consent from the child and parent or guardian, identify needs, and initiate process.
- iv. If the child is a dependent of the juvenile court at the time of removal, and an investigation is not indicated, the child's primary CWW will be notified for case management follow up.
- v. As per existing DCFS protocol, the child's parents may sign a voluntary release of custody.
- e. If the child is being temporarily removed from the custody of a parent or guardian by DCFS, the ERU CWW will transport the child for a SAR examination or medical clearance prior to transporting the child to the Assessment Center (or alternative designated location). For medical clearance, ERU CWW will take the child to the Teen Clinic at CHO (phone: (510) 428-3000, which is open Monday through Friday, 8am-4pm), or to the Emergency Room or Urgent Care when the Teen Clinic is closed.
- f. Follow existing policies for temporary involuntary commitment under the Lanterman-Petris-Short Act if, at any point, the child presents as a danger to self or others (Welf. & Inst. Code §§ 5150 et seq.).
- g. A warrant is required unless exigency is established and removal without a warrant is authorized by a Program Manager. Standard DCFS practice will be applied for exigency determination. Obtaining a warrant and exigency determination do not apply if the child is removed by law enforcement.
- h. If the child is removed by law enforcement and DCFS is contacted, DCFS will respond within 2 hours to the designated location. If law enforcement designates the child a "300" and brings the child to the Assessment Center, standard DCFS protocol will be followed.
- i. Arrange for transportation for medical clearance and/or the Assessment Center (or alternative) as the law enforcement officer indicates that the child can be moved from the designated location.
- j. Schedule an interview of the child at CALICO (Child Abuse Listening, Interviewing and Coordination Center).
- k. Follow existing protocol for referral to the Alameda County District Attorney's Office for the California Victim Compensation Program.
- l. Hold a TDM per DCFS protocol (see Section IV(C): Immediate/Consult MDT).
- m. Standard DCFS protocol will be followed during after-hours operations. After-hours operations will mirror regular shift operations as it relates to CSEC Youth child abuse reports and investigations. Emergency Standby/Call Back (after hours: 10 p.m. – 7 a.m. and weekends and



holidays) calls are answered by Eden Information and Referral (I & R) and referred to the Standby/Call Back worker on duty. Standby/Call Back workers screen referrals and perform field investigations when needed. When a CSEC call is received, CWW will notify CWS on-call immediately for consideration of immediate response within 2 hours to the designated location.

### **C. Probation Department**

Probation will designate a Division Director to lead and support the Department's implementation of the First Responder Protocol.

#### **Roles and responsibilities:**

1. Interface with the Child Abuse Hotline to provide probation status and other relevant information.
2. Participate in Immediate/Consult MDT with law enforcement officer and Hotline to determine immediate response for youth active to Probation or newly detained (see Section IV: Immediate MDT).
3. For CSEC youth with an active formal probation case to the Probation Department, transfer calls to an Institutional Supervisor II (ISII) between 5 pm and 8 am for a decision regarding detention at the Juvenile Hall based upon detention risk assessment, present offense, warrant status, etc. Calls received between 8 am and 5 pm should be transferred to a Division Director. Institutional Supervisors and Division Directors will make a decision regarding detention at the Juvenile Hall based on Probation Department policy.
4. Immediately contact a victim advocate upon being contacted by the Child Abuse Hotline, if the arresting agency has not done so. Notate victim advocate's name on book-in paperwork if information is available.
5. Notify parent, guardian, or caregiver of the child's location, if the law enforcement officer was unable to reach them and it is safe to do so.
6. Arrange for the child to be evaluated by the medical clinic per Juvenile Hall guidelines.
7. Follow policies for temporary involuntary commitment under the Lanterman-Petris-Short Act if, at any point, the child presents as a danger to self or others (Welf. & Inst. Code §§ 5150 et seq.).
8. For youth active to Probation or with an open delinquency petition, Probation will refer to the case to SafetyNet, which serves as a case review team, but is not an MDT. SafetyNet members will also identify trends and gaps in the service system for discussion with the full Steering Committee.

## **D. UCSF Benioff Children's Hospital Oakland (CHO)**

### **Roles and Responsibilities**

- 1.** With appropriate legal consent or authority, and to the extent it is legally permissible to do so, CHO will complete a medical evaluation of the child within forty-eight (48) hours that will include:
  - a.** A comprehensive medical exam to screen for and treat urgent medical needs, to screen for non-urgent medical needs, and to evaluate the child's overall well-being and mental health.
  - b.** Testing and treatment for sexually transmitted infections (chlamydia, gonorrhea, trichomoniasis, syphilis, hepatitis and HIV). Emergency contraception if genital-genital contact has taken place within 120 hours.
  - c.** HIV post-exposure prophylaxis treatment if within 72 hours of genital or oral sexual contact.
  - d.** Reproductive health services, including contraception, pregnancy testing, or pregnancy related services.
  - e.** Referral for appropriate outside medical services (reproductive health, specialty care).
  - f.** Referral for mental health and if appropriate CSEC specific case management services.
  - g.** Follow up appointment for ongoing primary care and reproductive care services (Dr. Aisha Mays at Native American Health Center, 2950 International Blvd, Oakland, (510) 535-4411; or Children's Hospital Teen Clinic, (510) 428-3000).
- 2.** If there is a request for a forensic exam due to evidence of sexual assault, the child will be seen at the Sexual Assault Response (SAR) site. The SAR site for children age 13 and under is CHO, and for children ages 14 and older, Highland Hospital. If law enforcement cannot respond within an hour of child's arrival, call Oakland Police Department Intake Desk to request a phone authorization.
- 3.** All other children will be seen for medical clearance at:
  - a.** One of the UCSF Benioff Children's Hospital Oakland Teen Clinics (call the hospital operator at 510-428-3000 and ask for the adolescent medicine doctor on-call M-F 8am to 4pm); or
  - b.** The UCSF Benioff Children's Hospital Oakland Emergency Department (call the ED at 510-428-3240, nights and weekends).

**NOTE:** Native American Health Center may also provide medical clearance.

## **E. Victim Advocate Community Based Organizations Serving CSEC**

### **Roles and Responsibilities:**

1. Answer calls 24 hours a day, 7 days a week.
2. Respond to specified location within two (2) hours of receiving the notification call from DCFS or Probation.
3. Engage the child using best practice approaches, including:
  - a. Explaining to the child what will happen during the intake process (TDM meeting, medical assessment, etc).
  - b. Providing the child with child-friendly information/materials about confidentiality during the TDM meeting. Explain to the child that information shared outside of the TDM can be used against the child if he or she is involved in a delinquency or dependency case.
4. Ensure the child's basic needs are met by providing the child with a basic needs kit which includes a change of clothes.
5. Participate in a TDM meeting arranged by DCFS.
6. Accompany the child to the medical appointment, if requested by the youth.
7. Provide advocacy services, including case management, crisis stabilization, etc. (See Exhibit A.)
8. Determine whether ongoing case management is necessary and, if so, make appropriate referral.
9. Follow policies for temporary involuntary commitment under the Lanterman-Petris-Short Act if, at any point, the child presents as a danger to self or others (Welf. & Inst. Code §§ 5150 et seq.).

## **F. Alameda County District Attorney Victim Witness Assistance Program**

### **Roles and Responsibilities:**

1. The Alameda County District Attorney Victim Witness Assistance Program (DA Witness Assistance Program) has two full-time advocates (Witness Assistance Advocates) who may assist victims of human trafficking including but not limited to the filing of claims, relocation and or courtroom assistance if the exploiter is being charged in a criminal action.
2. Witness Assistance Advocates will work with DCFS if a youth has been identified as a victim of human trafficking for the purposes of filing an application for the California Victim Compensation Program (CalCVCP).
3. The DA Witness Assistance Program will assign an advocate to work with the youth to provide assistance with the application process, referrals for resources (counseling) in conjunction with DCFS staff and assist with and provide support through the criminal court process if criminal charges are filed.

- g. Law Enforcement
- h. Education
- i. Survivor advocate or mentor
- j. Legal service providers
- k. Victim advocate

### **C. Immediate/Consult MDT**

1. The purpose of the Immediate/Consult MDT is to address immediate placement and safety issues and ensure that the youth's basic needs are met. The following circumstances require an Immediate/Consult MDT by the parties below:
  - a. A Consult MDT shall be convened by phone or in person within 2 hours when a law enforcement officer is the first responder or the Child Abuse Hotline receives an allegation for a youth who is active to probation and needs to determine if the youth should be transported to the Assessment Center or Juvenile Justice Center. The roles and responsibilities of law enforcement, DCFS, and Probation relative to this process are described in the First Responder Protocol.
  - b. An Immediate MDT shall be convened within 23 hours when there is an immediate placement issue and the youth is at the Assessment Center. If the youth is brought to the Assessment Center, the members of the Team Decision-Making (TDM) meeting will serve as the MDT.
  - c. If the youth is brought to another designated location, including the Juvenile Justice Center, the CSEC Care Coordinator will convene the MDT. The Immediate MDT will be convened at JJC within 48 hours.
2. The following agencies will participate in the Immediate/Consult MDT as needed:
  - a. DCFS
  - b. Probation
  - c. Law enforcement

The roles and responsibilities of DCFS, Probation and Public Safety participation in the Immediate/Consult MDT are described in the First Responder Protocol.
3. Other Parties included in this MOU will be called to participate in the Immediate/Consult MDT by the responding agency on an as-needed basis, based on the responding agency's (DCFS' or Probation's) judgment and the needs of the youth. These as-needed parties may include, but are not limited to:
  - a. Child's Dependency Attorney: When the youth has an open dependency case, the Child Abuse Hotline should contact the child's dependency attorney.

#### **IV. Multi-Disciplinary Team (MDT) Structure**

- A. Purpose and structure:** The Parties agree to provide staff to participate in MDT meetings who have been trained in the prevention, identification or treatment of child abuse and neglect cases, and who are qualified to provide a broad range of services related to child abuse and commercially sexually exploited children and those at risk for such exploitation. Participation by youth and families is an important component of the CSEC MDTs when appropriate. To sufficiently address a commercially sexually exploited child's needs from identification through ongoing stabilization, a three-tiered multidisciplinary response, as described below, will be employed. This approach includes:
1. **Immediate/Consult MDT:** a phone Consult MDT as needed for 2 hour response, otherwise, an Immediate MDT will convene within 23 hours for DCFS cases and within 48 hours for Probation cases.
  2. **Initial MDT:** convening a team within 7 days to address the youth's needs where immediate safety risks may not be present.
  3. **Ongoing MDT:** individualized case planning and coordination.
- B. Membership:** The following Parties agree to participate in the MDTs pursuant to California Welfare and Institutions Code Section 16524.7 and fulfill their responsibilities as defined in this MOU. Not all members of the MDT structure will participate in every individual MDT. Membership will be determined by the needs of the child, as described below:
1. Required members:
    - a. DCFS – Lead
    - b. Probation, if applicable
    - c. Behavioral Health Care Services (BHCS) (refers to either a provider of behavioral health care services [county employee or contracted agency] or a designated BHCS manager)
    - d. Public Health
  2. Non-Required members: The Executive Committee is responsible for identifying non-required parties, as appropriate, to serve on the three tiers of MDTs. Together the agencies represented on the Executive Committee will determine whether to include additional parties and which to include in the MDTs to most effectively meet the unique needs of the child. As the lead agency, DCFS will be responsible for extending invitations to optional parties which may include, but are not limited to, the following:
    - a. Youth
    - b. Parent/guardian
    - c. Caregiver/placement provider
    - d. East Bay Children's Law Offices
    - e. District Attorney
    - f. Public Defender

- b. Public Defender: If the youth is arrested, the Public Defender should be contacted by Child Abuse Hotline staff and included if available.
- c. BHCS.
- d. Other meaningful person in the child's life.
- e. Caregiver/placement provider: When the youth will be returning to placement or an emergency placement is needed.
- f. Victim advocate.
- g. Youth: Meaningfully involve the youth in decision-making about placement options.

#### **D. Initial MDT**

Not all children who are suspected or identified victims of sexual exploitation or trafficking will be in imminent danger or have an immediate placement need, and therefore not all will require an Immediate/Consult MDT. An Initial MDT is an appropriate response when there is not an immediate safety risk, but when an adult suspects or identifies that a youth is commercially sexually exploited.

For these non-urgent situations, the parties agree to coordinate and participate in an Initial MDT.

1. The Initial MDT is a team of individuals connected to the child's life. The Initial MDT will meaningfully involve the youth in planning and decision-making. The purpose of the Initial MDT is to plan for the child's placement, safety, and ongoing service needs. The Initial MDT will:
  - a. Assemble within 7 days,
  - b. Orient the youth and family to the multidisciplinary team approach,
  - c. Assess and address the child's immediate and long-term needs,
  - d. Develop and coordinate the service plan,
  - e. Develop a safety plan with the parent/guardian/caregiver that addresses the following:
    - i. Potential safety risks for the youth, the family, and/or providers,
    - ii. Triggers that may cause a youth to engage in unsafe behavior,
    - iii. Coping skills the youth can use to de-escalate,
    - iv. Actions team members will take to prevent triggers from occurring, and
    - v. Documenting responsibilities of team members in the event a youth exhibits unsafe behavior (e.g., if a youth runs away, the parent/guardian will notify law enforcement, the social worker, and the child's dependency attorney, and the social worker will text the youth to maintain communication).
2. The following Parties will participate in the Initial MDT as appropriate to meet the needs of the youth:
  - a. DCFS
  - b. Probation

- c. Victim Advocate
  - d. Public Health
  - e. BHCS
  - f. Educational Services
  - g. Youth
  - h. Parents/Guardians, if appropriate
  - i. Resource Parent
  - j. Child's Dependency Attorney
  - k. Public Defender
  - l. District Attorney
  - m. Other persons important to the child
3. The responsibilities of each party participating in the **Initial MDT** are as follows:
- a. **Department of Children and Family Services**
    - i. **Child Abuse Hotline:**
      - a) Follow internal protocols and First Responder Protocol when receiving an allegation of commercial sexual exploitation.
      - b) Inform CWW that there is no immediate safety or placement concern when making referral.
    - ii. **Emergency Response**  
ER CWW will follow child welfare investigations protocol and set up the Initial MDT in the same way an ER Team Decision Making (TDM) meeting is initiated.
    - iii. **Dependency Investigations/Case-carrying CWW:**
      - a) Upon assignment of CSEC case, if youth is already receiving mental health services, contact the mental health provider.
      - b) Lead the Initial MDT.
      - c) Participate in Initial MDTs convened for youth under the jurisdiction of Probation [e.g. during investigation]
  - b. **Probation Department**
    - i. Participate in MDT (Probation CSEC Liaison or Probation Officer) for youth on informal probation supervision (Welf. and Inst. Code §§ 654.2 or 725(a)) and youth on formal Probation (Welf. and Inst. Code §§ 602, 601).
    - ii. Participate in Initial MDT.
    - iii. CSEC Care Coordinator will convene and facilitate Initial MDT for youth on formal Probation.
  - c. **Public Health:**
    - i. Participate in the Initial MDT to provide consultation on medical needs.
    - ii. Provide information and resource packets on reproductive and sexual health.

**d. BHCS:**

Participate in the Initial MDT to provide consultation on mental health needs.

**e. All Other Parties:**

When requested by DCFS or Probation, participate in Initial MDTs as needed and appropriate.

**E. Ongoing Multidisciplinary Team**

The Parties agree that children who are identified victims of sexual exploitation or trafficking require ongoing multidisciplinary team support to monitor the youth and ensure his/her needs are adequately addressed. DCFS will consult with the youth as to whether he/she wants to participate in the MDT, or ensure that the CSEC Care Coordinator has consulted with the youth.

1. Hold Ongoing MDT meetings at a minimum of every 90 days with each youth identified as commercially sexually exploited to monitor and support the youth and his/her family as the youth stabilizes. During the Ongoing MDT, members will review the case plan and safety plan, and amend them as needed.
2. In addition to regularly scheduled Ongoing MDTs, a special Ongoing MDT meeting may be called when any of the following circumstances or events occur:
  - a. Youth leaves, is missing, runs away, or is otherwise absent from placement/home/shelter,
  - b. Youth's placement changes,
  - c. Youth is arrested and/or detained,
  - d. 90 days prior to dismissal of dependency or termination of Probation.
  - e. There is a change in level of service needs.
3. DCFS or the CSEC Care Coordinator will convene ongoing Child and Family Team (CFT) meetings (serves as the MDT) every 90 days for all youth in the Katie A. subclass.
4. CSEC Care Coordinator will convene Ongoing MDT for all other youth identified as CSEC regardless of jurisdiction. The CSEC Care Coordinator will facilitate the Ongoing MDT using the CFT structure for both Probation and DCFS youth.
5. The following parties will participate in the Ongoing MDTs as determined by the convening party:
  - a. Child Welfare
  - b. Probation Department
  - c. Victim Advocate
  - d. Public Health
  - e. BHCS
  - f. Educational Services
  - g. Youth
  - h. Parents/Guardians, if appropriate



- i. Resource Parent
- j. Dependency Attorney
- k. Public Defender
- l. District Attorney
- m. Other persons important to the child

## **V. Governing Laws and Jurisdiction**

This MOU shall be governed by the laws of the State of California. Any legal action pertaining to this MOU shall be brought in Alameda County, California.

## **VI. Confidentiality**

All parties agree that each entity shall comply with applicable federal and state laws and regulations relating to the confidentiality of individually identifiable information and records, and shall perform the obligations of this MOU in accordance with such laws and regulations, including but not limited to California Welfare and Institutions Code §§ 827, 5328 *et seq.*, and 10850; California Penal Code § 11167.5; California Education Code §§ 49060 *et seq.*; California Civil Code §§ 56 *et seq.*; 20 U.S.C. § 1232g; 34 C.F.R. Part 99; and 45 C.F.R. Parts 160, 162 and 164.

## **VII. Entire Agreement**

This MOU, including all attachments, exhibits, and any other documents specifically incorporated into this MOU shall constitute the entire agreement and understandings of the parties hereto. This MOU supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets for the entire understanding of the parties regarding the subject matter thereof.

## **VIII. Amendment to Add Parties to the MOU**

The Executive Committee may invite other parties, agencies or entities to participate in this MOU. Such new parties, agencies or entities shall execute a signature page to this MOU in the same manner as original signatories and the Executive Committee will give consideration to amendments to the MOU to reflect the addition of new parties.

## **IX. Modification of MOU**

The MOU may be modified or amended by the Executive Committee as stated in above in Section I.A.

## **X. Indemnification**

Each party agrees to defend, indemnify and hold harmless the other parties, their directors, officers, agents, volunteers, and employees, from and against any and all claims, demands, damages, loss, and other liability, including but not limited to damages or destruction of property, injuries to or death of persons, and reasonable attorney's fees and costs, resulting from or arising out of its performance and/or non-performance of its duties and responsibilities under this MOU and any other negligent act or omission of that respective party's directors, officers, agents, volunteers, or employees in connection with the terms and conditions of this MOU. A party shall have no obligation, however, to defend, indemnify or hold harmless a second party from such a claim, demand, damage, loss or other liability if it is determined by a court of competent jurisdiction that such was caused by the sole negligence or willful misconduct of that second party. If a claim, demand, damage, loss or other liability arises out of the concurrent acts or omissions of more than one party, those respective parties are each completely liable to all other parties under the indemnification requirements of this paragraph. Notwithstanding the provisions of California Government Code section 895 et seq., a party solely responsible for a claim, demand, damage, loss or other liability shall not be entitled to contribution from any of the other parties to this MOU.

## **XI. Severability**

If a court of competent jurisdiction holds any provision of this MOU to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this MOU would be defeated by the loss of the illegal, unenforceable, or invalid provision.

## **XII. Duplicate Counterparts**

This MOU may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this MOU signed by the parties, for all purposes.

## EXHIBIT A


### **MISSEY, Inc.**

#### **Services Provided for CSEC and at-risk youth in DCFS placement**

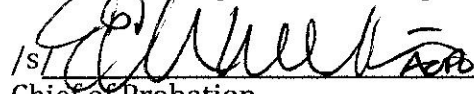
- Follow up with children ages 11 – 19 who have high incidence of absent without official leave (AWOLing) and are identified by Child Welfare Worker (CWW) to be at high-risk of CSEC.
- Provide support from a survivor- or survivor-informed youth advocate to CSEC victims at the Alameda County Assessment Center after SEC/CSEC interaction with support staff and before or alongside their interaction with the Placement CWW.
- Conduct specialized CSEC surveys on identified children to measure immediate safety risk, length and degree of victimization through sexual exploitation and identify immediate basic needs.
- Provides incentives for CSEC to earn during their first thirty-days of placement
- Weekly phone check-ins during the first thirty days of placement
- Accompany STAT clinicians and CWW on home visits as requested
- Follow up with CSEC at 60, 90, and 120 days to measure stabilization post placement and re-connect to resources if needed
- Attend Team Decision Meetings for identified CSEC and as requested for DCFS children at high risk
- Provide individual prevention sessions to girls on-site at the ACAC
- Provide individual and group prevention sessions at the request of DCFS/CWW
- Provide presentations, trainings, newsletter to educate staff DCFS about serving CSEC
- Provide technical assistance around CSEC cases/issues to DCFS including STAT clinicians and foster care parents
- Provide intensive, wrap-around, trauma- and survivor-informed case management for CSEC and at risk youth between the ages of 12 and 17 including collaborating across systems to identify helpful resources for clients, provide one-on-one weekly meetings and maintain consistent communication with, client's guardian and service providers

In witness whereof the parties hereto have executed this Memorandum of Understanding.  
[Required Partners]

Alameda County Social Services Agency

/s/  09/30/15  
Agency Director Date

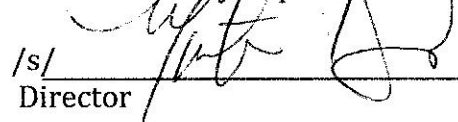
Alameda County Probation Department

/s/  9.25.15  
Chief of Probation Date

Alameda County Behavioral Health Care Services

/s/  9-29-15  
Director Children's Services Date

Alameda County Department of Public Health

/s/  9/28/15  
Director Date

[Relevant Stakeholders]

Superior Court of California, County of Alameda Juvenile Court

/s/ [Signature] Date 9.29.15  
Presiding Juvenile Judge

Alameda County District Attorney's Office

/s/ Nancy E. O'Malley Date 9.29.15  
District Attorney

Alameda County Public Defender's Office

/s/ \_\_\_\_\_ Date \_\_\_\_\_  
Public Defender

Hayward Police Department

/s/ Deane E. Arben Date 9-28-15  
Chief of Police

Oakland Police Department

/s/ [Signature] Date 9-28-15  
Chief of Police

Casey Family Programs

/s/ \_\_\_\_\_ Date \_\_\_\_\_  
Senior Director, Bay Area Field Office

East Bay Children's Law Offices

/s/ \_\_\_\_\_ Date \_\_\_\_\_  
Executive Director

Motivating Inspiring Supporting and Serving Sexually Exploited Youth (MISSEY)

/s/ [Signature] Date 9/29/15  
Executive Director

Westcoast Children's Clinic

/s/ [Signature] Date 9/28/15  
Executive Director